

COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS
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December 04, 2012

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

17 December 4, 2012

SACHI A. HAMAI EXECUTIVE OFFICER

APPROVAL OF SOLE SOURCE AGREEMENT FOR EQUITY INVESTIGATION
SERVICES WITH PUBLIC INTEREST INVESTIGATIONS, INC. (ALL SUPERVISORIAL
DISTRICTS)
(3 VOTES)

SUBJECT

The Director of Personnel recommends your Board's approval of a sole source agreement with Public Interest Investigations, Inc. (PII) to conduct equity investigations and related services on complaints against the County of Los Angeles and/or its employees that involve issues that are considered to be high-profile, potentially sensitive and/or a conflict of interest. The term of the agreement would be one year, with two, six-month options to extend the agreement.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and instruct the Chairman to execute the attached sole source agreement with PII to conduct equity investigations and related services on complaints against the County of Los Angeles and/or its employees, which involve issues that are high-profile, potentially sensitive and/or a conflict of interest. (Attachment I). Upon approval by your Board, the agreement will be effective for one year, with an option to extend services up to two additional six-month terms.
- 2. Delegate authority to the Director or Personnel, or her designee, to exercise two additional sixmonth extensions for PII, subject to review and approval by County Counsel.

The Honorable Board of Supervisors 12/4/2012 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 31, 2011, your Board adopted the new County Policy of Equity (CPOE), which became effective July 1, 2011. On June 14, 2011, your Board amended County Code Chapter 5.09, Sexual Harassment Policy, to the Policy of Equity. Section 5.09.040(B)(3) of this chapter indicates the Department of Human Resources (DHR) is responsible for investigating employee complaints of potential violations of the CPOE or of federal or State law, or of County ordinance, policy, or departmental regulation. Approval of the recommended actions will better enable DHR to meet this responsibility.

The contracted services will be utilized for equity issues that are high-profile, potentially sensitive and/or a conflict of interest if investigated by DHR. It is important to ensure objectivity by having any complaints against high-level County officials or DHR investigated by an independent agency. Further, the contracting of these services could expedite the completion of these matters and allow DHR's investigators to focus on the larger caseload of equity complaints. As stated in the August 31, 2012 memorandum from the Director of Personnel to each Supervisor, entitled, "Advance Notification of Intent to Enter into Sole Source Contract Negotiations with Public Interest Investigations, Inc.", the determination as to whether cases are high-profile, sensitive or a conflict of interest for the County and suitable for referral to PII for equity investigation services will be made by the Director of Personnel or her designee. This position has now been further refined to provide that DHR, in consultation with the Chief Executive Office (CEO) and County Counsel, will determine those matters that fit into these categories and where it would be in the County's best interests to have a complaint investigated by an external party with advanced professional investigative skills.

Implementation of Strategic Plan Goals

The recommended action is consistent with principles of the Countywide Strategic Plan Goal 1 – Operational Effectiveness.

FISCAL IMPACT/FINANCING

Approval of these recommendations will not have a direct fiscal impact. Costs associated with equity investigations conducted by DHR on behalf of County departments are budgeted within individual departments. The contracted compensation for services is structured to encourage an efficient investigative process by the Contractor through the use of a tiered rate schedule.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended agreement has been approved as to form by County Counsel and includes all of the required terms and conditions, including requirements regarding contractor non-responsibility and debarment.

Proposition A requirements do not apply to this agreement based on the intermittent need for the contracted services. As provided under County Code sections 2.201.020.E. and 2.121.250.B.4., Proposition A requirements do not apply to contracted services needed on an intermittent basis. There are no departmental employee relations' issues and it will not result in a reduction of County services.

The Honorable Board of Supervisors 12/4/2012 Page 3

CONTRACTING PROCESS

The proposed agreement is recommended on a sole source basis due to a critical need to provide immediate independent equity investigation services for the County. On August 31, 2012, DHR notified your Board of the intent to enter into sole source negotiations with PII (Attachment II) on the basis that PII has unique and extensive experience with the new CPOE, the new equity investigation process, and specific case knowledge of the current equity investigation caseload. PII is well versed on the responsibilities of equity investigators and the new County Equity Oversight Panel (CEOP), the processes and procedures to be used in bringing matters to the CEOP, and the investigative expectations of the CEOP. Under a separate agreement, PII has performed other related services, such as case reviews of 500 current equity cases pending investigation, and the development of investigative plans for those cases. DHR will continue to evaluate the equity investigation process, implement process improvements to further enhance the program, and return to your Board with additional recommendations within the term of this sole source agreement.

A Sole Source Checklist is included with this Board letter (Attachment III) in accordance with Board Policy 5.100, Sole Source Contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

N/A

CONCLUSION

Upon approval by your Board, please return two signed originals of the Agreement and one adopted copy of the letter to DHR Administrative Services Division, attention Amylen Clarke, Administrative Deputy.

The Honorable Board of Supervisors 12/4/2012 Page 4

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Respectfully submitted,

LISA M. GARRETT

Director of Personnel

LMG:SKT DJ:smh

Enclosures

c: Chief Executive Office County Counsel Executive Officer, Board of Supervisors

ATTACHMENT I



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PUBLIC INTEREST INVESTIGATIONS, INC.

FOR

EQUITY INVESTIGATION SERVICES

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STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S CASE SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION-CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) AGREEMENT

J CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER
THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR
ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

PUBLIC INTEREST INVESTIGATIONS, INC.

FOR

EQUITY INVESTIGATION SERVICES

This Contract and Exhibits made and entered into this 4th day of December, 2012 by and between the County of Los Angeles, hereinafter referred to as County and Public Interest Investigations, Inc., hereinafter referred to as Contractor. Public Interest Investigations, Inc. is located at 304 South Broadway, Suite 596, Los Angeles, California 90013.

RECITALS

WHEREAS, the County may contract with private businesses for Equity Investigation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Equity Investigation Services; and

WHEREAS, the Department of Human Resources is responsible for investigating employee complaints of potential violations of Los Angeles County Code Section 5.09 - Policy of Equity or of federal or State law, or of County ordinance, policy, or departmental regulation; and

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A Statement of Work
- 1.2 EXHIBIT B Pricing Schedule
- 1.3 EXHIBIT C Contractor's Case Schedule
- 1.4 EXHIBIT D Contractor's EEO Certification
- 1.5 EXHIBIT E County's Administration
- 1.6 EXHIBIT F Contractor's Administration
- 1.7 EXHIBIT G Forms Required at the Time of Contract Execution Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law

Unique Exhibits:

Health Insurance Portability AND Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

1.10 EXHIBIT J - Contractor's Obligations as a "Business Associate"
Under the Health Insurance Portability AND
Accountability Act of 1996 (HIPAA) and the Health
Information Technology for Economic and Clinical
Health Act (HITECH)

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Business Days:** Monday through Friday, except for official holidays observed by the County of Los Angeles.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two additional six-month periods, for a maximum total Contract term of two years. Each such option and extension shall be exercised at the sole discretion of the Director of Personnel or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor shall notify the Department of Human Resources (DHR) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHR at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Pricing Schedule for services performed under this contract are provided in Exhibit B Pricing Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 **Invoices and Payments**

- 5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B Pricing Schedule.
- 5.4.3 The following monthly billing and payment process will be utilized during the term of this contract. Billing cycle will be for the first of the month through the last day of the month. Contractor will submit one invoice, itemized by case(s), by the 15th of each month following the billing cycle for (1) total case investigation hours worked on assigned case(s) investigation in which the Investigative Report was submitted during the billing cycle, and (2) all billable hours for related services requested by the County and worked on case(s) during the billing cycle.
- 5.4.4 <u>Total Case Investigation Hours</u>: Includes total investigative hours worked on case(s) from date case assigned to Contractor through date Investigative Report is submitted to the County. Case Investigation Hours are to be billed only

upon submission of the Investigative Report to the County. Approved billable investigation hours will be calculated and paid at a pre-determined rate as detailed in Exhibit B – Pricing Schedule.

- 5.4.5 Related Services Hours: Includes all hours worked on non-investigative, related services (listed below) which are requested by the County. Approved related services hours will be calculated and paid at a pre-determined rate as detailed in Exhibit B Pricing Schedule.
 - Providing modifications (re-writes) to previously submitted reports at the request of the County
 - Appearances and/or testimony at the request of the County at the CPOE Panel, Civil Service Commission and/or various other entities or hearings, with preparation time for said appearance/testimony only upon a prior written request of Contractor and written pre-approval of the County
 - Appearances at any other meetings as requested by the County
- 5.4.7 All billable hours are to be invoiced in hourly or 15 minute increments.
- 5.4.8 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of delivery and acceptance of Investigative Report and/or month non-investigative, related services hours were worked.
- 5.4.9 All invoices under this Contract shall be submitted to the following address:

Department of Human Resources Attention: Fiscal Services Kenneth Hahn Hall of Administration 500 W. Temple Street, Room 585 Los Angeles, CA 90012

5.4.10 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on an as-needed basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the dayto-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.3.1 Contractor is responsible to ensure that Contractor's employees have obtained a County Contractor ID before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County Contractor ID on their person.
- 7.3.2 Contractor shall notify the County within one business day when Contractor's staff is terminated from working under this Contract. Contractor shall retrieve and return a Contractor employee's ID badge to the County on the next business day after the Contractor employee has terminated employment with the Contractor.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return a Contractor employee's ID badge to the County on the next business day after the

- Contract employee has been removed from working on the County's Contract.
- 7.3.4 Contractor is responsible to ensure that if any County ID which has been issued to a Contractor employee has been lost or stolen, Contractor's employee shall immediately file a police report and shall submit a copy of that report to the Contractor, and Contractor shall immediately provide a copy to the County's Project Manager.
- 7.3.5 The County will issue to such person another County Contractor ID only upon submission of the police report and obtaining an affidavit, or declaration signed by such person under penalty of perjury, stating that the County Contractor ID has been lost and cannot be found.
- 7.3.6 Every Contractor employee to whom a County Contractor ID is issued shall agree, in writing, that he or she will return such ID to his or her employer upon the termination of his or her employment or other status upon which his or her right to retain such ID is based.
- 7.3.7 Contractor shall further agree, in writing, to pay \$25.00 for the replacement of each such ID if it is not so returned or if it is lost, damaged or destroyed because of Contractor employee's negligence. Contractor shall pay for the replacement of such an ID not returned or so lost, damaged or destroyed.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation will include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and federal-level review. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of

- Contractor's staff passes or fails the background investigation.
- 7.4.2 Contractor is responsible for ensuring that all Contractor's staff have submitted their fingerprints through the DOJ Livescan System and have received clearance from DHR prior to commencing work on these contracted services. Contractor may make arrangements for Contractor's staff to submit their fingerprints through DHR, or may make other independent arrangements with the results being sent to the Department of Human Resources directly from DOJ through use of the County Originating Agency Code (ORI number) which will be provided to Contractor. DHR will conduct a review of the DOJ results to determine clearance for Contractor's staff.
- 7.4.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of Personnel or her designee.
- 8.1.3 The Director of Personnel or her designee, may at her sole discretion, authorize extensions of time as defined in Paragraph 4.0 Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of Personnel or her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest

themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS ABOUT CONTRACTOR

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints received from the County against the Contractor and/or Contractor's Staff.

- 8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to County complaints against the Contractor and/or Contractor's Staff.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints against the Contractor and/or Contractor's staff and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints against Contractor and/or Contractor's Staff cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Written response to complaints against Contractor and/or Contractor's Staff shall be provided to the County's Project Manager within five (5) days of receipt of complaint, unless additional time to respond is requested by Contractor in writing and approved in writing by the County's Project Manager.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or "Employee" means any California subcontracts. resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week. or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the

Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

- Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit After the hearing, the evidence at that hearing. Contractor Hearing Board shall prepare a tentative decision. which shall proposed contain recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been

in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment. and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings,

or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs,

and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty

thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Human Resources
Administrative Services Division
500 W. Temple Street, Room 585
Los Angeles, CA 90012
Attention: Amylen Clarke, Administrative Deputy

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and

scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from due to Contractor or pursue Contractor sums reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$5 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$3 million

Each Occurrence: \$3 million

- 8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- Compensation and Employers' 8.25.3 **Workers** Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of Personnel, or her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of Personnel, or her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed.

A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of Personnel, or her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Director of Personnel, or her designee, determines that there are deficiencies in the performance of this Contract that the Director of Personnel, or her designee, deems are correctable by the Contractor over a certain time span, the Director of Personnel, or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of Personnel, or her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum: and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the

County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND EQUAL EMPLOYMENT

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D Contractor's EEO Certification.
- 8.28.3 The Contractor shall take equal employment action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation. and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the

end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DHR from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Personnel, or her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Personnel or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 Record Retention and Inspection/Audit Settlement of this become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, and/or records, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract...

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor:
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Human Resources
Administrative Services Division
500 W. Temple Street, Room 585
Los Angeles, CA 90012

Attention: Amylen Clarke, Administrative Deputy

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods.

restrictions. epidemics. guarantine strikes. embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the

Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct

from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to,

and/or creates Protected Health Information as defined in Exhibit J in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.3 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.4 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the

- County is required to make under any state or federal law or order of court.
- 9.2.5 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
 - Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

Thereby centry that pursuant to Section 25103 of the Government Code, of this document has been made.

-Chi A. HAMAI xecutive Officer

Clerk of the Board of Supervisors

Deputy

ALIFORN

ATTEST:

SACHI HAMAI Executive Officer-Clerk of the Board of Supervisors

APPROVED AS TO FORM:

John Krattli County Counsel

ORIGINAL SIGNED By_

Principal Deputy County Counsel

CONTRACTOR: Public Interest Investigations, Inc.

Name

President

Title

COUNTY OF LOS ANGELES

Chairman, Board of Supervisors

ROARD OF SUPERVISORS

DEC 04 2012

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

	CONTRACTOR: Public Interest Investigations, Inc.
	ORIGINAL By SIGNED Name
	Title
	COUNTY OF LOS ANGELES
	ORIGINAL BySIGNED
	Chairman, Board of Supervisors
ATTEST:	
SACHI HAMAI Executive Officer-Clerk of the Board of Supervisors	
ORIGINAL SIGNED	
>	
APPROVED AS TO FORM:	
John Krattli	
County Counsel	
By Mike Weller	
Principal Deputy County Counsel	

STATEMENT OF WORK (SOW)

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide investigation services and produce an Investigative Report on equity complaints jurisdictional to the County Policy of Equity (CPOE) and which are classified as high-profile, sensitive and/or presenting conflict of interest issues for the County Equity Investigations Unit (CEIU) of the Department of Human Resources (DHR). The investigation information shall be utilized by the County Equity Oversight Panel (CEOP) in making recommendations regarding complaints alleging potential violation of the CPOE filed by County employees. Equity investigations shall include, but not be limited to, matters related to the CPOE as well as federal, state, and County anti-discrimination laws and policies.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- **5.1 Investigative Case File:** A classification folder which contains case documents obtained and/or created during case investigation process, including working documents. Classification folder contains labeled sections, with case documents organized and secured in the appropriate labeled section.
- 5.2 Investigative Plan: The Investigative Plan is a tool which helps the investigator navigate through the investigation. The Investigative Plan is completed after the review of the case file. The Investigative Plan identifies the following: the Complaining Party (CP) and the alleged protected status of the CP; the Subject of the Investigation (SOI) and the alleged prohibited conduct of the SOI; the specific allegations and act(s) of harm; the list of witnesses; the list of documents received, reviewed and/or needed; and an interview scheduling chart
- **5.3 Status Report:** The 30-Day Status Report is a report provided to County by Contractor providing the status of the investigation for the prior 30 days. The report is to identify what has been accomplished, what remains to be accomplished, and identify any barriers that exist which may preclude the investigation being completed within 60 days of case assignment to Contractor.
- **5.4 Investigative Report:** The Investigative Report is a written summary of the facts gathered during the course of the investigation. It will adhere to the report template, and includes all referenced exhibits, documents, and copies of all recorded interviews.
- 5.5 Initial Assignment Batch (IAB) Cases: Initial cases assigned to Contractor at beginning of case assignments. Cases will be specifically designated as IAB cases in order for IAB case timeline to apply.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

- 6.2.1 Upon issuance of a work order, County will provide Contractor the confidential Investigative Case File for each assigned case. Confidential Investigative Case Files remain the sole property of the County and will be returned to the County, unduplicated by the Contractor, within ten (10) calendar days of County's acceptance of Investigative Report.
- 6.2.2 County will provide a County Contractor identification badge to Contractor employees as set forth in sub-paragraph 7.3 Contractor's Staff Identification, of the Contract.
- 6.2.3 County will provide Contractor the template for the Investigative Plan to be completed for each assigned case (SOW Exhibit 2).
- 6.2.4 County will provide Contractor the template for the 30-Day Status Report to be completed for each assigned case (SOW Exhibit 2).
- 6.2.5 County will provide Contractor a template to be followed for the organization and elements to be included in the Investigative Report (SOW Exhibit 3).
- 6.2.6 County will provide Contractor a form to request extension of time for submission of the Investigative Plan and/or Investigative Report (SOW Exhibit 4).

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. Contractor shall provide a telephone number where the Project Manager may be reached on between the hours of 9:00 a.m. and 5:30 p.m. on all business days.

- 6.3.2 Project Manager shall act as a central point of contact with the County.
- 6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to meet requirement for case completion and submission of Investigative Report to the County within 60 calendar days of assignment to Contractor.
- 6.4.2 Contractor investigators must possess the following minimum qualifications:
 - Three (3) years of experience conducting Title VII, employment and/or administrative investigations.
- 6.4.3 Contractor shall submit to County executed Confidentiality Agreement (Exhibit G) for each Contractor employee performing services covered by this Contract as set for forth in sub-paragraph 7.5.3 – Confidentiality, of the Contract.
- 6.4.4 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.4 Background & Security Investigations, of the Contract.
- 6.4.5 Contractor shall be required to ensure their employees have obtained a County Contractor ID before they are assigned to work in a County facility as set forth in sub-paragraph 7.3 Contractor's Staff Identification, of the Contract.

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 License

6.6.1 Contractor shall possess a current Private Investigator license issued by the State of California.

6.7 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.8 Training

- 6.8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.9 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 9:00 a.m. to 5:30 p.m., during all regular business days, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service by the next business day after receipt of the call.

7.0 SPECIFIC WORK

The work to be performed shall include the following:

- 1) Using the CEIU template provided by County (SOW Exhibit 2), the Contractor shall develop an appropriate Investigative Plan describing the complaint analysis and approach to guide the investigator at the onset of each investigation, including but not limited to, identification of the adverse action(s) alleged, the protected "basis" of discrimination involved, the list of initial witnesses to be interviewed and questions to be asked of each, and a list of initial documents to be obtained. The Investigative Plan is completed after the review of the case file.
- Contractor shall submit for review and approval an Investigative Plan for each assigned case to the County Project Director within ten (10) business days of receiving an assigned case.
- 3) Contractor shall submit revised Investigative Plans when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) business days of determining the performance differentiation.
- 4) Utilizing the CEIU template provided by County (SOW Exhibit 3), the Contractor shall complete a 30-Day Status Report describing what has been accomplished, what remains to be accomplished, and identify any barriers that exist which may preclude the case investigation being completed within 60 days of case assignment. Contractor is to submit the initial 30-Day Status Report to County 30 days after submission of the Investigative Plan; subsequent Status Reports are to be submitted every 30 days thereafter through submission of the Investigative Report.

- 5) Contractor shall identify and analyze all relevant and pertinent testimonial, documentary, and/or physical evidence relevant to the allegations;
- 6) Contractor shall utilize appropriate interview techniques, credibility assessments, and conduct effective and comprehensive witness interviews. Contractor shall audio record every interview.
- 7) Contractor shall notify the County Contract Manager and County Contract Project Manager of other matters uncovered during the course of the investigations that may potentially violate the County Policy of Equity (CPOE) and/or federal, State and/or County anti-discrimination laws or policies.
- 8) Contractor shall communicate with designated CEIU staff and any other relevant County representatives as deemed reasonable to keep the County informed of progress as necessary to obtain additional data and/or information needed to complete the investigation.
- 9) Contractor shall provide a comprehensive written Investigative Report for each investigation. The report shall include an investigative summary containing all facts and evidence relevant to the investigation, exhibits that contain relevant documentary evidence, and/or other documentation prescribed by the CEIU. The Investigative Report is to be organized in format provided by County (SOW Exhibit 4).
- 10) Contractor shall complete all equity investigations, including the specific tasks contained herein, and to submit the Investigative Report to the County no later than 60 calendar days after case assignment to Contractor.
- 11) For IAB cases only, Contractor shall complete all equity investigations, including the specific tasks contained herein, and to submit the Investigative Report to the County no later than 75 calendar days after case assignment to Contractor.
- 12) Contractor shall provide modifications to previously submitted reports as requested by the County.
- 13) Contractor shall provide a comprehensive Investigative Case File for each investigation. The Case File shall include all documents obtained and/or created during the investigative process, including working documents. All documents will be organized and secured within the classification folder provided by the County, in the appropriate labeled section. Contractor will submit the Case File to the County within 10 calendar days of the County's acceptance of the Investigative Report.
- 14) The Investigative Plan, all Status Reports, and Contractor's Request for Good Cause Extensions will be delivered to the County in a confidential, electronic format; documents will be sent to the County at a secured and confidential e-mail address which will be provided by County to Contractor.

- 15) The Investigative Report will be delivered in a hard copy format, secured but unbound, with one-sided only printing; report will be hand-delivered only to the County Project Manager and/or County Project Monitor in a secured, sealed envelope or container which is clearly marked "Confidential".
- 16) The Investigative Case File will be hand-delivered only to the County Project Manager and/or County Project Monitor in a secured, sealed envelope or container which is clearly marked "Confidential".
- 17) Contractor shall immediately advise the County Contract Manager and County Contract Project Manager of any issue(s) that would preempt the timely completion of the case investigation and submission of required reports as set forth in this agreement.
- 18) Contractor shall immediately submit the Contractor's Request for Extension of Time on Case Investigation (SOW Exhibit 4) to County if there is good cause that Contractor is requesting an extension to the timeline to submit the Investigative Plan (i.e., 10 calendar days from case assignment) and/or Investigative Report (i.e., 60 calendar days from case assignment). Extension of timeline shall be approved or denied at the sole discretion of County, and is only approved upon written approval being executed by the County.
- 19) Contractor shall attend, appear and/or testify at the CPOE Panel, at various other entities or hearings, such as the Civil Service Commission, and/or other meetings as requested by the County, with preparation time for said appearance/testimony only upon a prior written request of Contractor and written pre-approval of the County.
- 20) Contractor shall consider all documents, conversations, and evidence related to County investigative matters confidential and shall be maintained and held in the strictest level of security and non-disclosure, including and in compliance with the Confidentiality Agreement (Exhibit G).

8.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

STATEMENT OF WORK EXHIBITS

TABLE OF CONTENTS

Exhibit

- 1 Contract Discrepancy Report
- 2 Investigative Plan / 30-Day Case Status Report (Template)
- 3 Investigative Report (Template)
- 4 Contractor's Request for Good Cause Extension

CONTRACT DISCREPANCY REPORT

TO:		
FROM: DATES:	Prepared:	
DATES.	Returned to Contractor:	
	Action Completed:	
1. DISC	CREPANCY PROBLEMS:	1
Signature	e of County Representative	Date
2. CON	ITRACTOR RESPONSE (Cause and Corrective Action):	
Z. CON	TIRACTOR RESPONSE (Cause and Corrective Action).	
Cianatura	of Contractor Depresentative	Date
Signature	e of Contractor Representative	Date
3. COU	INTY EVALUATION OF CONTRACTOR RESPONSE:	
Signature	e of County Representative	Date
- · · · · · · · · · · · · · · · · · · ·		
4. COU	NTY ACTIONS:	
5. CON	ITRACTOR NOTIFIED OF ACTION:	
County R	epresentative's Signature:	Date:
Contracto	or Representative's Signature:	Date:



COUNTY EQUITY INVESTIGATIONS UNIT Investigative Plan/Status Report

CEIU Case N	Number:				
Date Case A	ssigned to Contra	actor:			
ls case an In	itial Assigned Ba	tch (IAB) Case? (Check One)	Yes	No	
		CASE REPORT	HISTORY		
Check Next to Report Being Submitted This Date:	Report Name	When Report Due	Date of County Approval for Extension of Due Date (If Applicable)	Insert Due Date	Insert Date Submitted
	Investigative Plan	10 Calendar Days from Date of Case Assignment to Contractor			
	Status Report (Initial)	30 Calendar Days from Date of Case Assignment to Contractors (75 Calendar Days if case is designated IAB Case)			
	Follow Up Status Report(s)	30 Calendar Days from last Status Report submitted to County			

Page 2								
Date Prepared:								
Comp	Number: plaining Pa ertment: Title:	rty (CP):						
Subje 1. 2. 3.	ect(s) of Inve	estigation (SOIs)	Job Tit	le(s)		Depart	tment(s)	
Α.	Alleged	Protected Status	s (List all that	CP identified)				
	Sex 🗌	Race	Color	Ancestry	National Origin	al 🗌	Ethnicity	
	Age 🗌	Disability	Religion	Marital ☐ Status	Sexual Orienta		Medical Condition	
	Retaliation	n ☐ If retaliation	n, what was the	protected activity	/?			
В.								
	Alleged	Prohibited Con	duct For Each	SOI	SOI #1	SOI #2	SOI #3	
	Alleged •	Prohibited Con-		SOI	SOI #1	SOI #2	SOI #3	
			ment	SOI	SOI #1	SOI #2	SOI #3	
	•	Disparate Treat	ment nent		SOI #1	SOI #2	SOI #3	
	•	Disparate Treat Sexual Harassn	ment nent stile Work Env	ironment	SOI #1	SOI #2	SOI #3	
	•	Disparate Treat Sexual Harassn Harassment/Ho	ment nent stile Work Env stander harass de reasonable	ironment	SOI #1	SOI #2	SOI #3	
	•	Disparate Treat Sexual Harassn Harassment/Ho Third-person by Failure to provide	ment nent stile Work Env stander harass de reasonable	ironment sment	SOI #1	SOI #2	SOI #3	
	•	Disparate Treat Sexual Harassn Harassment/Ho Third-person by Failure to provio	ment nent stile Work Env stander harass de reasonable de religious acc	ironment sment commodation				
	•	Disparate Treat Sexual Harassn Harassment/Ho Third-person by Failure to provio accommodation Failure to provio	ment nent stile Work Env stander harass de reasonable de religious acc	ironment sment commodation				
	•	Disparate Treat Sexual Harassn Harassment/Ho Third-person by Failure to provio accommodation Failure to provio Inappropriate co	ment nent stile Work Env stander harass de reasonable de religious acc onduct toward	ironment sment commodation				

C. Allegations/Acts of Harm:

List each allegation and the resulting act of harm for the CP:

			10.
			.6
			.8
			Т.
			.9
			5.
			·t
			3.
			2.
			1.
Name(s) of Witness(es)	Name(s) of SOI(s)	Act(s) of harm	(s)noitsgallA

D. Timely Re	porting:
--------------	----------

- Date(s) of allegation(s):
- Date management notified:
- Date CEIU notified

E.	Steps of the Investigation	Date Completed
1.	Review case file.	
2.	Draft initial investigative plan.	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10).	
11		
12) 	

F. Milestone Meetings Conducted

Date Completed

5	•
Initial case meeting	
Mid-point case meeting (as needed)	
Meeting before report is drafted	
Meeting following review of first draft	
5. Final meeting before report is finalized (as needed)	

G. List of Possible Witnesses

Type of witness	Name/Title	Connection to allegation(s)	Interview Date(s)
Complaining Party			
CP's Witnesses			
Other witnesses			
SOI(s)			
SOI witnesses			

Investigative Plan/Status Report Page 5 of 7

H. Scheduling Interviews

Name: Date initially request	_{feq} ; Cb	ZOI ☐ N	SsəntiW	qu-wollot to etsc	To whom?	Sno beweivier	Motes re: scheduling
Name:	cb [Λ ∏ IOS	☐ ssənfiW	qu-wollof fo ətsC	To whom?	?no beweivretnl	Notes re: scheduling
Name: Date initially request	_{feq} ; Cb	ZOI ☐ N	☐ ssənfiW	qu-wollof to atsC	To whom?	Sno beweivier	Motes re: scheduling
Name: Date initially request	cb [SOI V	□ ssənfiW	qu-wollof fo 91sC	To whom?	?no beweiviewed	Notes re: scheduling
Name: Date initially request	ted? Cb □	Lo whom? SOI □ V	SsəntiVV	qu-wollof to assC	To whom?	Sno beweivreinf	Notes re: scheduling

I.	List of Documents			
	List of Documents	D	D	
	Turns of decument	Date of	Date of	
1.	Type of document	Request	Receipt	Explain how document relates to allegation
2.				
<u>2.</u> 3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
_				
J.	Status Report Update:	Required to be	e Completed	for Status Reports only.
1. I	ndicate the sections in this	status report tha	t contain upo	dates since the last report submitted to
_(County (since either the init		Plan or the la	ast Status Report):
	 Alleged Protect 			
l	h Allagad probibi			
		ted Conduct for e	each SOI	
	c. Allegations/Acts	s of Harm	each SOI	
	c. Allegations/Act	s of Harm ng	each SOI	
-	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv	s of Harm ng vestigations	each SOI	
-	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet	s of Harm ng vestigations ings	each SOI	
	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible	s of Harm ng vestigations ings Witnesses	each SOI	
	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte	s of Harm ng vestigations ings Witnesses erviews.	each SOI	
	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte	s of Harm ng vestigations ings Witnesses erviews.		
	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte	s of Harm ng vestigations ings Witnesses erviews.		
2 4	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte i. List of Docume Last Page of Docume	s of Harm ng vestigations ings Witnesses erviews. nts ment: Assigned	Investigator	e completion?
2. A	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte	s of Harm ng vestigations ings Witnesses erviews. nts ment: Assigned	Investigator	e completion? Yes No
2. A	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte i. List of Docume Last Page of Docume	s of Harm ng vestigations ings Witnesses erviews. nts ment: Assigned	Investigator	e completion? Yes No
	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte i. List of Docume Last Page of Docume	s of Harm ng vestigations ings Witnesses erviews. nts ment: Assigned nanges to the time	Investigator neline for cas	e completion? Yes No
	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte i. List of Docume Last Page of Docume	s of Harm ng vestigations ings Witnesses erviews. nts ment: Assigned nanges to the time	Investigator neline for cas	
<u>I</u>	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte i. List of Docume Last Page of Docume Are there any anticipated ch	s of Harm ng vestigations ings Witnesses erviews. nts ment: Assigned nanges to the tim	Investigator neline for cas	for completion:
<u>I</u>	c. Allegations/Acts d. Timely Reportir e. Steps of the Inv f. Milestone Meet g. List of Possible h. Scheduling Inte i. List of Docume Last Page of Docume Are there any anticipated ch	s of Harm ng vestigations ings Witnesses erviews. nts ment: Assigned nanges to the tim	Investigator neline for cas	

Notes/Additional Sheets:

Assigned Investigator(s)	Check here if assigned investigator has changed since last report submitted to County
Name:	Date Assigned:
Name:	Date Assigned:
Name:	Date Assigned:

Review Information

Completed by Investigator:	Date Completed:
Contractor's Quality Control Conducted By:	Date Conducted:
Submitted to County by PII Staff:	Date Submitted:
Reviewed by County Staff:	Date Reviewed:
Returned for Revision by County Staff:	Date Returned:
Re-submitted to County by PII Staff:	Date Re-Submitted:
Reviewed by County Staff:	Date Reviewed:

PII Investigation Plan – Status Report Form Printed on 11/14/2012 4:17 PM11/14/2012 4:17 PM

Revised 10/23/12



COUNTY EQUITY INVESTIGATIONS UNIT Investigative Report Template

Each Investigative Report is comprised of the below required documents.

- Contractor to provide County with all documents in a case file at the conclusion of the case investigation.
- Required documents are to be organized and secured in the case file in the below specified order, with the Case File Cover Sheet at the top of the case file.
- Each section is to have the appropriate Section Cover page inserted at the beginning of the section (see Pages 17 25 for cover sheets to be used)

	Required Document	Reference	Section Description
1.	Case File Cover Sheet	See Page 3 for Cover Sheet Form	Provides a confidential cover sheet for case investigation file.
2.	Table of Contents	See Pages 4 - 5 for Sample Table of Contents.	Provides a Table of Contents for Investigative Report.
3.	List of Persons Interviewed	See Page 6 for List of Persons Interviewed Form	Provides a list of all individuals interviewed for case.
4.	Summary Chart	See Page 7 for Summary Chart Form	Provides a summary of the issues and incidents related to case, to assist in following the chain of events as stated by the Charging Party, the Subject(s) of Investigation and witnesses; it is not a comprehensive list of all events related to the investigation.
5.	Investigative Summary	See Pages 8 -10 for Investigative Summary Form	Provides a summary of the allegations, parties involved, and the case investigation.
6.	Intake Information	n/a	Section comprised of documents received from County Intake Specialist Unit (CISU).

	Required Document	Reference	Section Description
7.	Audio Tracking Sheet & Audio CD	See Page 11 for Audio Tracking Sheet Form	The Audio Tracking Sheet: Provides a list of recorded interviews. Audio CD: All interview recordings are to be saved in MP3 or WMA file format, and burned as a data disk to CD. The CD is to be placed in a protective sleeve and placed inside a manila envelope which is to be fastened inside the case file behind the Audio Tracking Sheet.
8.	Exhibits	n/a	Section comprised of documents received and reviewed as part case investigation.
9.	Admonition Forms	See Pages 12 -15 for Admonition Forms	Section comprised of admonition forms (Administrative Rights & Responsibilities) signed by each individual interviewed during case investigation. One of four admonition forms are to be used based on status of interviewee to case investigation: • Exhibit on Page 12: For Complaining Party • Exhibit on Page 13: For Subject of Investigation • Exhibit on Page 14: For witness that is a County employee • Exhibit on Page 15: For witness that is not a County employee
10.	DHR Class Specifications	See Page 16 for DHR Class Specifications Form	DHR Class Specifications Form (form): Provides a summary of the DHR Class Specifications for the payroll title of each Charging Party, Subject(s) of Investigation, and County employee witness. The form is to list individuals in the following order: 1) Charging Party, 2) Subject(s) of Investigation, 3) Witnesses; and, within each of the three categories, individuals should be listed in alphabetical order by their last name. Individual Class Specifications: For each payroll title listed on the form, the Class Specification is to be printed out and placed behind the form in the order they are listed on the form. Class Specifications are available on-line at http://dhrdcap.co.la.ca.us/classspec/index.cfm?fuseaction=search.search



CONFIDENTIAL

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT

CEIU CASE # [INSERT CASE NUMBER]

DEPARTMENT OF HUMAN RESOURCES COUNTY EQUITY INVESTIGATIONS UNIT

TABLE OF CONTENTS CEIU # [INSERT CASE NUMBER]

- 1. List of Persons Interviewed (List all individuals interviewed and their title in case)
 - CP [Insert name]
 - SOI [Insert name]
 - SOI [Insert name]
 - Witness [Insert name]
 - Witness [Insert name]
- 2. Summary Chart
- 3. Investigative Summary
- 4. Intake Information (*List all intake detail document*)
 - [Insert document name, date of document]
 - [Insert document name, date of document]
 - [Insert document name, date of document]
- 5. Audio Tracking Sheet and Audio CD (Departmental copy only) (List all individuals recorded and their title in case)
 - CP [Insert name]
 - SOI [Insert name]
 - SOI [Insert name]
 - Witness [Insert name]
 - Witness [Insert name]
- 6. Exhibits (List all exhibit documents)
 - [Insert document name, date of document]
 - [Insert document name, date of document]
 - S[I[Insert document name, date of document]
 - [Insert document name, date of document]
 - [Insert document name, date of document]

Table of Contents CEIU # [Insert Case Number] Page 2 of 2

- 7. Admonition Forms (List all individuals with Admonition Forms and their title in case)
 - SOI [Insert name]
 - SOI [Insert name]
 - Witness [Insert name]
- 8. DHR Class Specifications (List all CP and SOI's, their title in case, and their payroll title)
 - CP [Insert name] [Insert Payroll Title]
 - SOI [Insert name] [Insert Payroll Title]
 - SOI [Insert name] [Insert Payroll Title]

DEPARTMENT OF HUMAN RESOURCES COUNTY EQUITY INVESTIGATIONS UNIT

CEIN CASE # [INSERT CASE NUMBER]

CONFIDENTIAL PERSONNEL INFORMATION

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Page 1 of 1

COUNTY EQUITY INVESTIGATIONS UNIT **DEPARTMENT OF HUMAN RESOURCES**

CEIN Case # [INSERT CASE NUMBER] **SUMMARY CHART**

CONFIDENTIAL PERSONNEL INFORMATION

Page 1 of 1	CEIU Case # [inse
4. [Insert event/allegation]	[Insert Date]
3. [Insert event/allegation]	[Insert Date]
2. [Insert event/allegation]	[Insert Date]
1. [Insert event/allegation]	[Insert Date]
EVENTS/ALLEGATIONS	BTAD
	1. [Insert event/allegation] 2. [Insert event/allegation] 3. [Insert event/allegation] 4. [Insert event/allegation]

DEPARTMENT OF HUMAN RESOURCES COUNTY EQUITY INVESTIGATIONS UNIT

INVESTIGATIVE SUMMARY CEIU CASE # [INSERT CASE NUMBER]

COMPLAINING PARTY: [Insert last name, first name], (CP [Insert

last name]), [Insert employee number], [Insert Payroll Title], [Insert department]

SUBJECT(S) OF INVESTIGATION: [Insert last name, first name], (SOI [Insert

last name]), [Insert employee number], [Insert Payroll Title], [Insert department]

[Insert last name, first name], (SOI [Insert last name]), [Insert employee number], [Insert Payroll Title], [Insert department]

DATE OF INCIDENT: [Insert start date] to [Insert end date]

LOCATION: [Insert department/office name]

[Insert locations' physical address]

DATE DEPARTMENT NOTIFIED: [Insert date]

DATE OF INTAKE NOTIFICATION: [Insert date]

DATE CEIU OPENED: [Insert date]

PRIMARY INVESTIGATOR: [Insert name]

[Insert title]

INVOLVED CODES AND POLICIES:

The involved County Code and Policy section at issue in this investigation includes:

• [List individual code or policy, with section number and name]

•

•

CEIU # [Insert case number] Page 1 INVESTIGATIVE SUMMARY

ALLEGATION SUMMARY

[Provide summary of allegation made by CP]

CURRENT STATUS:

[Provide the current status of the CP and SOI(s), including their reporting relationship and physical proximity]

BACKGROUND:

Complaining Party:

[Provide brief background information on CP, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s, and any past or current disciplinary action].

Subject of Investigation [Insert last name]:

[Provide brief background information on SOI, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s, and any past or current disciplinary action].

Subject of Investigation [Insert last name]:

[Provide brief background information on SOI, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s), and any past or current disciplinary action].

SPECIFIC ALLEGATIONS:

- 1. [List allegations, including events and dates of events, made by CP in chronological order where possible].
- 2.

3.

CEIU # [Insert case number]

Page 2

INVESTIGATIVE SUMMARY

INVESTIGATIVE STATEMENTS:

[Provide list of individuals making statements during case investigation in the following order: CP, SOI, Witness(es). Under each individual:

- Provide summary of the statements made, including events, dates, witnesses, etc.
- Clearly label and provide any CEIU notes where applicable.
- Provide case investigation number when documents which are part of case file are referred to.
- Provide reference to audio recording location when statements made during recorded interview are referred to.]

CP [Insert last name]

SOI [Insert last name]

SOI [Insert last name]

Witness [Insert last name]

Witness [Insert last name]

Witness [Insert last name]

CEIU # [Insert case number]

Page 3

INVESTIGATIVE SUMMARY

DEPARTMENT OF HUMAN RESOURCES AUDIO TRACKING SHEET

CEIU Number: [Insert case number]
Investigator(s) Name: [Insert name, title]
Total Number of Audio Files: [Insert number of audio files (not actual number of CD's)]
File Names:
Complaining Party
[Insert name]
Subjects of Investigation
[Insert name]
[Insert name]
[Insert name]
<u>Witnesses</u>
[Insert name]
[Insert name]
[Insert name]



HEADQUARTERS
579 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 FAX (213) 621-0387

BRANCH OFFICE 3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010 (213) 738-2211 FAX (213) 637-0820

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES [INSERT NAME OF COMPLAINING PARTY]

I am [Insert name and title]. I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints of potential violations of the County Policy of Equity.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, is required to conduct an investigation whenever a complaint under the County Policy of Equity (CPOE) is filed. You are the Complaining Party in a complaint falling within the scope of the CPOE against employee(s) of Los County [insert department name]. As the Complaining Party, your statement in necessary in order to initiate the investigation of the allegations made against the subject(s) named in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been read to me. I u	nderstand its contents and have received a copy.
DATE	CASE
SIGNATURE	PRINT NAME
EMPLOYEE NUMBER	
INVESTIGATOR'S SIGNATURE	
To Enrich Liv	ves Through Effective and Caring Service



HEADQUARTERS 579 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012 (213) 974-2406 FAX (213) 621-0387

BRANCH OFFICE
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010
(213) 738-2211 FAX (213) 637-0820

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES [INSERT NAME OF SUBJECT OF INVESTIGATION]

I am [Insert name and title]. I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints of potential violations of the County Policy of Equity.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, is required to conduct an investigation whenever a complaint under the County Policy of Equity (CPOE) is filed. You have been named as a Subject of Investigation in a complaint falling with the scope of the CPOE filed by [insert name of Complaining Party], an employee of Los Angeles County [insert department name].

The complaint alleges [insert specific charge] based on [insert specific basis].

The interview will be tape recorded. You may also tape record the interview, if you wish. As the Subject of Investigation, you have the right to have a representative of your choice, who is not involved in this investigation, present with you during the interview. If you wish to tape record or have a representative present, the interview will be suspended for a reasonable time for you to obtain a tape recorder and/or representative

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been read to me. I und	derstand its contents and have received a copy.
DATE	CASE
SIGNATURE	PRINT NAME
EMPLOYEE NUMBER	
INVESTIGATOR'S SIGNATURE	

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ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF WITNESS - County Employee]

I am [Insert name and title]. I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints of potential violations of the County Policy of Equity.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, is required to conduct an investigation whenever a complaint under the County Policy of Equity (CPOE) is filed. You have been named as a witness in a complaint falling with the scope of the CPOE filed by a Los Angeles County [insert department name] employee. The Complaining Party has not filed a complaint against you, and you are not under investigation in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been re	ad to me. I understand its contents and have rec	ceived a copy.
DATE		
SIGNATURE	PRINT NAME	
EMPLOYEE NUMBER		
INVESTIGATOR'S SIGNATUR	E	
Tc	Enrich Lives Through Effective and Carin	ng Service



HEADQUARTERS 579 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012 (213) 974-2406 FAX (213) 621-0387

> BRANCH OFFICE 3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010 (213) 738-2211 FAX (213) 637-0820

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF WITNESS - Non-County Employee]

I am [Insert name and title]. I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints of potential violations of the County Policy of Equity.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, is required to conduct an investigation whenever a complaint under the County Policy of Equity (CPOE) is filed.

You have been named as a witness in a complaint falling with the scope of the CPOE filed by a Los Angeles County [insert department name] employee. The Complaining Party has not filed a complaint against you, and you are not under investigation in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

You are not obligated to participate in the investigation; however, your cooperation would be appreciated. Because the investigation is a confidential matter, if you choose to participate, you should not discuss the matter with any Los Angeles County personnel or other individuals designated by the investigator.

The above admonition has been read to me. I und	lerstand its contents and have received a copy.
DATE	CASE
SIGNATURE	PRINT NAME
EMPLOYEE NUMBER	
INVESTIGATOR'S SIGNATURE	

To Enrich Lives Through Effective and Caring Service

DEPARTMENT OF HUMAN RESOURCES DHR Classification Specifications

CEIU Number: [Insert case number]

Investigator(s) Name: [Insert name and title]

Total Number of Involved Parties: [Insert number of involved parties listed below]

Charging Party [Insert name]	[Insert Payroll Title]
Subject of Investigation [Insert name]	[Insert Payroll Title]
Witness [Insert name]	[Insert Payroll Title]
Witness [Insert name]	[Insert Payroll Title]
Witness [Insert name]	[Insert Payroll Title]

TABLE OF CONTENTS INVESTIGATIVE REPORT

LIST OF PERSONS INTERVIEWED	

 SUMMARY CHART	-

INVESTIGATIVE	SUMMARY	

INTAKE INFORMATION	N

AUDIO TRACKING SHEET & A	AUDIO CD
chibits for Equity Investigation Services Contract	Page 22 of 25

EXHIBITS

ADMONITI	ON FORMS	<u>; </u>	

DHR CLASS SPECIFICATIONS	



COUNTY EQUITY INVESTIGATIONS UNIT Contractor's Request for Good Cause Extension

CEIU Case Number:				
Complaining Party (CP):				
Department:				
Date Case Assigned to C	ontractor:			
Is case an Initial Assignm	ent Batch (IAB) Case?	(Check One)	Yes	s No
Contractor is hereby requand understands that extends	ension is only effective	upon County's w	vritten approval.	Investigative Report,
To Be Completed By Contract Current	Requested	To be Completed	uest Is:	Approved Extension
Due Date	Extension Date	·		Date
Due Dute	Extension bute	Approved	Not Approved	Dute
Contractor's Justification	on for Request:			
Contractor Submission	ı Ву:	County Rev	iew By:	
Name:		Name:		
Title:		Title:		
Date:		Date:		

PRICING SCHEDULE

Billable hours are to be invoiced in hourly or 15 minute increments. The below rates will be applied to approved billable hours as described in Contract 5.5 – Invoice and Payments.

SECTION I: HOURLY RATES

A. INITIAL ASSIGNMENT BATCH CASES (IAB Cases)	Hourly Rate
TIER 1 HOURLY RATE:	\$150.00 Per Hour
TIER 2 HOURLY RATE:	\$120.00 Per Hour

CASE INVESTIGATION:

Tier 1 Rate: Applied to the first 54 hours worked on case investigation within 75 calendar days from date of case assignment to Contractor.

Tier 2 Rate: Applied upon reaching either 54 hours worked – or – 76 calendar days from date of case assignment, whichever occurs first.

RELATED SERVICES:

Tier 2 Rate applied for all related services (see below section II. Related Services)

B. STANDARD CASES (All Non-IAB Cases)	Hourly Rate
TIER 1 HOURLY RATE:	\$150.00 Per Hour
TIER 2 HOURLY RATE:	\$120.00 Per Hour

CASE INVESTIGATION:

Tier 1 Rate: Applied to the first 54 hours worked on case investigation within 60 calendar days from date of case assignment to Contractor.

Tier 2 Rate: Applied upon reaching either 54 hours worked – or – 61 calendar days from date of case assignment, whichever occurs first.

RELATED SERVICES:

Tier 2 Rate applied for all related services (see below section II. Related Services)

PRICING SCHEDULE (Continued From Prior Page)

SECTION II: RELATED SERVICES

Related investigative services will be billed and paid at Tier 2 hourly rate for the following services when specifically requested by the County:

- Providing modifications (re-writes) to previously submitted reports at the request of the County;
- Appearances and/or testimony at the request of the County at the CPOE Panel, Civil
 Service Commission and/or various other entities of hearings, with preparation time for
 said appearance/testimony only upon a prior written request of Contractor and written
 pre-approval by the County.
- Appearances at any other meetings as requested by the County.

SECTION III: GOOD CAUSE EXCEPTION

TIER 1 HOURLY RATE:	\$150.00 Per Hour
TIER 2 HOURLY RATE:	\$120.00 Per Hour

GOOD CAUSE EXTENSION:

Upon Contractor requesting an extension of the 54 hours and/or number of calendar days from case assignment in which to submit Investigative Report (75 for IAB cases; 60 for Standard cases), the County at its sole discretion may find good cause, for reasons beyond the control of Contractor, to extend the number of hours and/or number of calendar days and extend the number of hours paid at the Tier 1 hourly rate.

Tier 1 Rate: Applied to the first number of hours and/or days worked on case investigation specifically designated in the written approval of the Request for Good Cause Extension.

Tier 2 Rate: Applied upon reaching the specific number of hours and/or days approved in the written approval of the Request for Good Cause Extension.

CONTRACTOR'S CASE SCHEDULE

Contractor will be assigned cases for equity investigation services and will perform services as described in Exhibit A – Statement of Work on the following proposed schedule:

Service	Target Timeline
Contractor will be assigned a case through issuance of a Work Order	Not Applicable
Contractor to provide an Investigative Plan to County	Within ten (10) business days of Contractor's receipt of Work Order (unless otherwise requested by Contractor and approved by County in writing)
Contractor to provide Revised Investigative Plan when actual performance differs substantially from planned performance	Within three (3) business days of determining performance differentiation
Contractor to provide a 30-Day Case Status Report to County	Within 30 calendar days of submission of the Initial Investigative Plan; and every 30 days thereafter until Investigative Report submitted
Contractor to provide Investigative Report to County	Within 60* calendar days of Contractor's receipt of Work Order (unless otherwise requested by Contractor and approved by County in writing) *75 calendar days for Initial Assignment Batch (IAB) cases only
Contractor to provide Investigative Case File to County	Within ten (10) calendar days of County's acceptance of Investigative Report
Contractor to provide County a request for an extension to the number of days to submit Investigative Report when due date will not be met	Immediately upon Contractor becoming aware that due date for Investigative Report will not be met

CONTRACTOR'S EEO CERTIFICATION

Pu	blic Interest Investigations, Inc.		
Cor	tractor Name		
304	4 S. Broadway #596, Los Angeles, CA 90013		
Add	ress		
Inte	mal Revenue Service Employer Identification Number		
	GENERAL CERTIFICATION		
sup sub or b	ccordance with Section 4.32.010 of the Code of the County of L plier, or vendor certifies and agrees that all persons employed sidiaries, or holding companies are and will be treated equally b because of race, religion, ancestry, national origin, or sex and in crimination laws of the United States of America and the State of County	by such firm, y the firm with in compliance	its affiliates out regard to
	CONTRACTOR'S SPECIFIC CERTIFICATIO	NS	
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes 🔽	No □
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes 🐼	No □
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes 🕡	No □
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ⊡	No □
	ith Rohman, President		
Auth	norized Official's Printed Name and Title		
_	1	1/15/12	
Auff	norized Official's Signature Da		

COUNTY'S ADMINISTRATION

CONTRACT NO:				
COUNTY PROJECT DIRECTOR:				
Name:	Epifanio Peinado			
Title:	Assistant Director			
Address:	Kenneth Hahn Hall of Administration			
	500 W. Temple Street, Room 555, Los Angeles, California 90012			
Telephone:	(213) 974-2449			
Facsimile:	_(213) 626-6075			
E-Mail Address:	epeinado@hr.lacounty.gov			
	JECT MANAGER:			
Name:	Michael Lynd			
Title:	Senior Human Resources Manager			
Address:	Kenneth Hahn Hall of Administration			
	500 W. Temple Street, Room 555, Los Angeles, California 90012			
Telephone:	_(213) 974-7891			
Facsimile:	_(213) 613-4789			
E-Mail Address:	mlynd@hr.lacounty.gov			
COUNTY'S CONTRACT PROJECT MONITOR:				
Name:	Stephen Stratti			
Title:	Principal Analyst			
Address:	Kenneth Hahn Hall of Administration			
	500 W. Temple Street, Room 555, Los Angeles, California 90012			
Telephone:	(213) 253-9620			
Facsimile:	_(213) 613-4789			
E-Mail Address:	sstrati@hr.lacounty.gov			

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Public Interest Investigations, Inc. CONTRACT NO:			
CONTRACTOR'	S PROJECT MANAGER		
Name:	_Cathleen Watkins		
	304 S. Broadway #596		
	Los Angeles, CA 90013		
	_213-482-1789 x 202		
•	213-482-1650		
E-Mail Address:	cwatkins@pilla.com		
CONTRACTOR'	S AUTHORIZED OFFICIAL(S)		
Name:	_Keith Rohman_		
Title:	<u>President</u>		
Address:	304 S. Broadway #596		
	Los Angeles, CA 90013		
Telephone:	213-482-1780 x 211		
Facsimile:	<u>213-482-1650</u>		
E-Mail Address:	rohman@pilla.com		
Name:	Barbara Dalton		
Title:	Vice President		
Address:	304 S. Broadway #596		
	Los Angeles, CA 90013		
Telephone:	213-482-1780 x 203		
Facsimile:	<u>213-482-1650</u>		
E-Mail Address:	_dalton@pilla.com_		
Notices to Cont	ractor shall be sent to the following:		
Name:	Keith Rohman		
Title:	President		
Address:	304 S. Broadway #596		
	Los Angeles, CA 90013		
Telephone:	213-482-1780 x 211		
Facsimile:	213-482-1650		
E-Mail Address:	rohman@pilla.com		



CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

	l,,
	ant to paragraph 7.5,"Confidentiality," of the County of Los Angeles and Public Interest igations contract for Equity Investigation Services effective;
Los A Coun my e nforn Coun other	in my capacity as a contactor employee performing equity investigations for the County of ingeles (County), have access to and review such confidential personnel records of the y, its departments and/or its workforce, as may be material and relevant to the performance of quity investigation contractual responsibilities including but not limited to: any and all lation, data, opinions, findings, or conclusions contained in an employee's personnel file, y Intake Specialist Unit file ("CISU"), County Equity Investigation's Unit file ("CEIU") or any document relevant to the performance of my contractual duties or when discussed by/with the P in the course and scope of exercising its duties (Confidential Information/Records).
1.	As to such Confidential Information/Records I understand and agree:
a.	that I will use the utmost discretion and care to maintain the integrity of such while executing all of my equity investigation contractual duties;
b.	that I will exercise the utmost care to preserve all statutory and constitutional requirements of confidentiality with regard to such;
C.	that such information acquired in my capacity as a contractor employee performing equity investigations shall be considered as information acquired in confidence by a public employee in the course of his or her duty and not open, or officially disclosed, to the public within the meaning of Evidence Code Section 1040;
d.	that as a contractor employee with the County of Los Angeles who is permitted to review this privileged and confidential information/records I am bound by any and all applicable privileges and confidentiality provisions, provided in California law and that unauthorized disclosure of the information may result in liability and that I cannot disclose such confidential information/records at any time, without the express written authorization of the Director of Personnel or to the extent allowed by the law;
e.	that any unauthorized disclosure of confidential information/records will result in my immediate termination of performing any services under the above contract.
Signa	ture: Date:

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

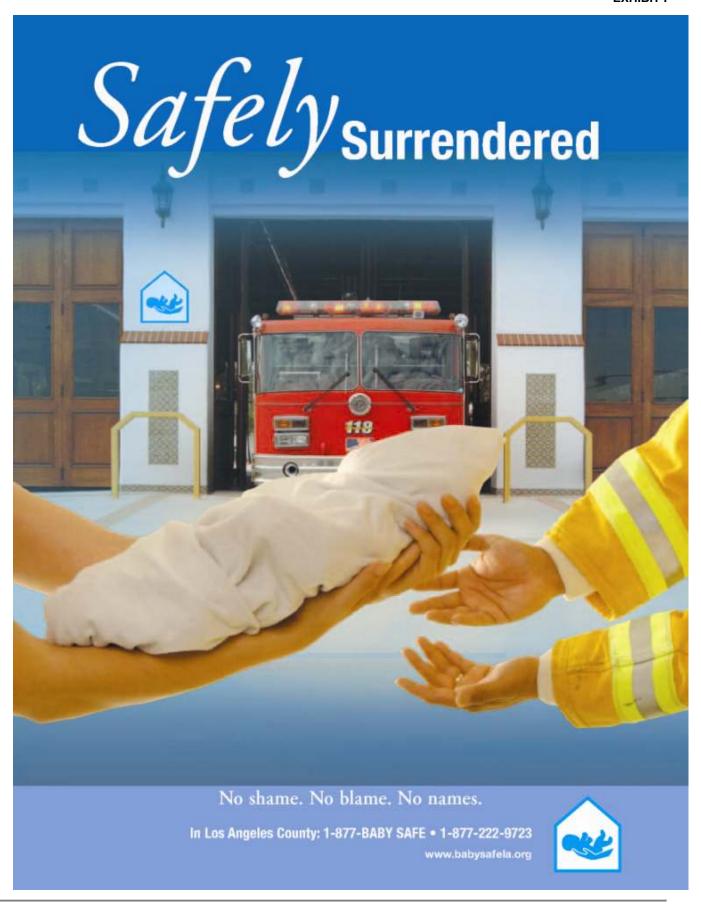
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

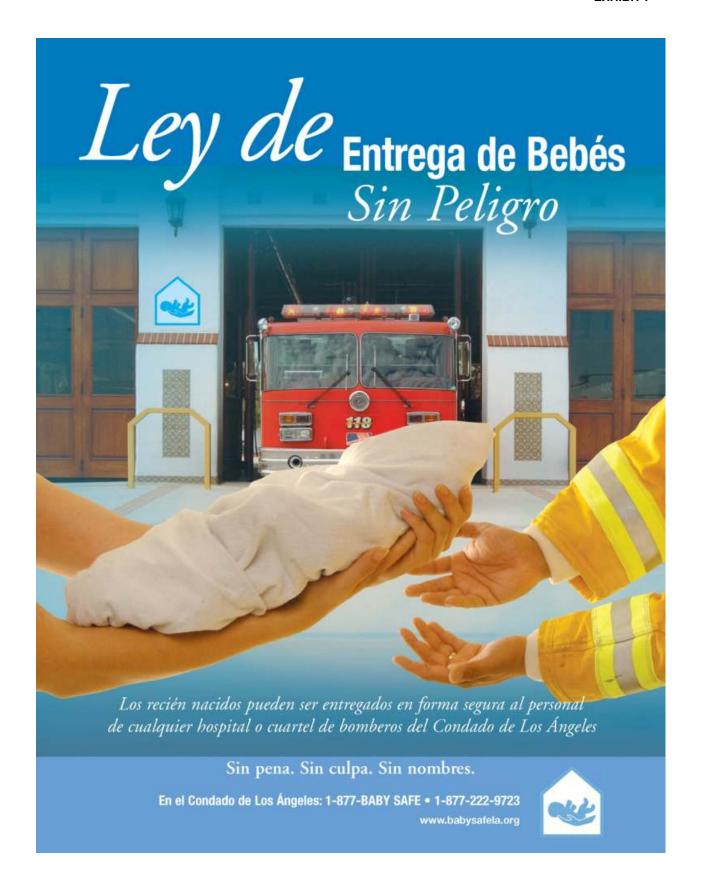
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin
Peligro de California permite la
entrega confidencial de un recién
nacido por parte de sus padres u
otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.
Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/ madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "<u>Disclose</u>" and "<u>Disclosure</u>" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "<u>Electronic Protected Health Information</u>" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "<u>Unsecured Protected Health Information</u>" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "<u>Use</u>" or "<u>Uses</u>" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 <u>Permitted Uses and Disclosures of Protected Health Information</u>. Business Associate:
 - (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- (i) Use Protected Health Information; and
- (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 <u>Prohibited Uses and Disclosures of Protected Health Information</u>. Business Associate:
 - (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
 - (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
 - (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.
- 2.3 <u>Adequate Safeguards for Protected Health Information</u>. Business Associate:
 - (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
 - (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.
- 2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.
 - 2.4.1 <u>Immediate Telephonic Report.</u> Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.
 - 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, **Business Associate** shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.
- 2.5 <u>Mitigation of Harmful Effect</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or

- Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 <u>Breach Notification</u>. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
 - (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 <u>Availability of Internal Practices, Books and Records to Government Agencies.</u>
Business Associate agrees to make its internal practices, books and records

relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an

accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 <u>Indemnification</u>. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

3.1 <u>Obligation of Covered Entity</u>. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 <u>Term.</u> The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 <u>Termination for Cause</u>. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
 - (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
 - (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 <u>No Third Party Beneficiaries</u>. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 <u>Use of Subcontractors and Agents</u>. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 <u>Regulatory References</u>. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information



COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS 579 KENNETH HAHN HALL OF ADMINISTRATION - LOS ANGELES, CALIFORNIA 90012 (213) 974-2406 FAX (213) 621-0387

BRANCH OFFICE
3333 WILSHIRE BOJLEVARD • LOS ANGELES, CALIFORNIA 9000
(213) 738-2211 FAX (213) 637-0820

LISA M. GARRETT DIRECTOR OF PERSONNEL

August 31, 2012

To: Each Supervisor

From: Lisa M. Garrett WW

Director of Pelsonnel

Subject: ADVANCE NOTIFICATION OF INTENT TO ENTER INTO SOLE

SOURCE CONTRACT NEGOTIATIONS WITH PUBLIC INTEREST

INVESTIGATIONS, INC.

This memorandum is to provide advance notification to your Board that the Department of Human Resources (DHR) intends to enter into Sole Source negotiations with Public Interest Investigations, Inc. (PII) for investigation services on high-profile, potentially sensitive and/or conflict of interest equity investigations handled by DHR for the County of Los Angeles (County). The intended term of the Agreement will be for one year with an option to extend for two additional one-year periods for a total term not to exceed three years.

PII has unique and extensive experience with the new County Policy of Equity (CPOE), the new equity investigation process, and specific case knowledge of the current equity investigation caseload. PII is well versed with the relational, interactive and responsibility roles of investigators and the new CPOE Panel, the processes and procedures to be used in bringing matters to the CPOE Panel, and the investigative expectations of the CPOE Panel. Under a separate agreement, PII has performed case reviews of 500 current equity cases pending investigation and provided investigative plans for the cases. PII is currently conducting mentoring and coaching of Senior Deputy Compliance Officers to improve the County's equity investigative process, and is developing an Equity Investigations Procedures Manual for the County.

PII has been selected as the Sole Source entity for contracted equity investigation services because of this unique and extensive knowledge and expertise. Additionally, by utilizing an outside firm to conduct equity investigation services on high-profile and/or potentially sensitive matters, any appearance of a potential conflict of interest by the County is avoided. Determination as to whether cases are high-profile, potentially sensitive or a conflict of interest for the County and suitable for referral to PII for equity investigation services will be made by the Director of Personnel or her designee.

Each Supervisor August 31, 2012 Page 2

Pursuant to Board of Supervisor's Policy 5.100, DHR will engage in Sole Source contract negotiations with PII in two weeks unless otherwise instructed by a Board office. DHR will work with County Counsel and the Chief Executive Office during this process.

Should additional information be requested, you may contact me or your staff may contact Amylen Clarke, Administrative Deputy, of my staff, at (213) 974-2515.

LMG:SKT

c: Board Chief Deputies Chief Executive Officer Executive Officer, Board of Supervisors County Counsel

DEPARTMENT OF HUMAN RESOURCES SOLE SOURCE CHECKLIST

FOR CONTRACT WITH: PUBLIC INTEREST INVESTIGATIONS, INC.

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
(✓)	Identify applicable justification and provide documentation for each checked item
	Only one bona fide source for the service exists; performance and price competition are not available.
	> Quick action is required (emergency situation)
	> Proposals have been solicited but no satisfactory proposals were received.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	> Maintenance service agreements exist on equipment which must be serviced by the
	authorized manufacturer's service representatives.
	> It is most cost-effective to obtain services by exercising an option under an existing contract.
	It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	> Other reason. Please explain:
	DHR having responsibility for conducting all County equity investigations, will execute a Sole Source contract with Public Interest Investigations (PII) to provide investigation services on high-profile, potentially sensitive and/or conflict of interest equity investigations. PII has unique and extensive experience with the new County Policy of Equity (CPOE), the new equity investigation process, and specific case knowledge of the current equity investigation caseload. PII is well versed with the relational, interactive and responsibility roles of investigators and the new CPOE Panel, the processes and procedures to be used in bringing matters to the CPOE Panel, and the investigative expectations of the CPOE Panel. Under a separate agreement, PII has performed a case review of 500 current equity cases pending investigation and provided investigative plans for the cases. PII is currently conducting mentoring and coaching of Senior Deputy Compliance Officers to improve the County's equity investigative process, and is developing an Equity Investigations Procedures Manual for the County. Additionally, by utilizing an outside firm to conduct equity investigation services on high-profile and/or potentially sensitive matters, any appearance of a potential conflict of interest by the County is avoided. Determination as to whether cases are high-profile, potentially sensitive or a conflict of interest for the County and suitable for referral to PII for equity investigation services will be made by the Director of Personnel or her designee.
Deputy Chief Executive Officer, CEO Date	